

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

Chapter 11

RESIDENTIAL CAPITAL, LLC, *et al.*,

Case No. 12-12020 (MG)

Debtors.

Jointly Administered  
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**ORDER DIRECTING DEBTOR GMAC MORTGAGE, LLC TO PRODUCE  
DOCUMENTS AND APPEAR FOR ORAL EXAMINATION PURSUANT  
TO RULE 2004 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Upon the application (the “Application”) of Redwood Recovery Services, LLC and Elevenhome Limited (collectively, “Movants”) for entry of an order, pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), directing Debtor GMAC Mortgage, LLC (“GMACM”) to produce the documents in its possession, custody and control (collectively, the “Documents”) set forth in Exhibit “1” attached hereto and to have a representative of GMACM appear for oral examination; and the relief requested appearing reasonable and proper; and after due deliberation and sufficient cause appearing therefore, it is

**ORDERED**, that the Application is granted, as set forth herein; and it is further

**ORDERED**, that, GMACM shall produce the documents requested in Exhibit “1” attached and incorporated herein within twenty-one (21) days after entry of this Order at the offices of Halperin Battaglia Raicht, LLP, counsel to the Movants, at 40 Wall Street – 37<sup>th</sup> Floor, New York, New York 10005; and it is further

**ORDERED**, that in the event the Movants determine that deposition testimony is needed, GMACM shall appear and testify under oath at examination pursuant to Bankruptcy Rule 2004 on a date and time and location agreeable to GMACM and Movants on not less than fourteen days notice from the Movants to GMACM; and it is further

**ORDERED**, that the requirement of Local Bankruptcy Rule 9013-1(b) that a memorandum of law accompanies any application filed is hereby waived with respect to the Application.

Dated: New York, New York  
\_\_\_\_\_, 2013

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UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1 – REQUEST FOR PRODUCTION OF DOCUMENTS**

**I. INSTRUCTIONS**

A. If any Document is withheld from production under a claim of privilege or other exemption from production, state the title and nature of the Document, and furnish a list signed by the attorney of record giving the following information with respect to each Document withheld:

- i. the name and title of the author and/or sender and the name and title of the recipient;
- ii. the date of the Document's origination;
- iii. the name of each person or persons (other than stenographic or clerical assistants) participating in the preparation of the Document;
- iv. the name and position, if any, of each person to whom the contents of the Documents has been communicated by copy, exhibition, reading or substantial summarization;
- v. a statement of the specific basis on which privilege is claimed and whether or not the subject matter or the contents of the Document is limited to legal advice or information provided for the purpose of securing legal advice; and
- vi. the identity and position, if any, of the person or persons supplying the attorney signing the list with the information requested in subparagraphs above.

B. If any Documents requested were at one time in existence, but not longer exist, please so state, specifying in detail for each Document: the type of Document, the types of information contained therein, the date upon which it ceased to exist, the identity of all persons having knowledge of the circumstances under which it ceased to exist, and the identity of all persons having knowledge or who had knowledge of the contents thereof.

C. In producing Documents, segregate them so they are responsive to each request and note with respect to each group of Documents the request to which it is responsive.

D. To the extent available, electronically stored information shall be produced in such format rather than paper copies of requested information.

E. Every request for Documents herein shall be deemed a continuing request for production, and the Debtor is to supplement its answers promptly if and when it receives responsive Documents which add to or are in any way inconsistent with the Debtor's initial production.

F. These requests are not intended to be duplicative. If there are Documents that are responsive to more than one request below, please note and produce each such Document first in

response to the request that is more specifically directed to the subject matter of the particular Document.

## **II. DEFINITIONS**

A. “All Documents” means every Document or group of Documents (as defined below) that are known to you or that can be located or discovered by reasonably diligent efforts.

B. “And” and “or” shall be construed in the disjunctive or conjunctive as necessary in order to bring within the scope of each request all documents that might otherwise be construed to be outside its scope.

C. “Bankruptcy Case” means Case No. 12-12032, the Debtor’s bankruptcy case pending in the Bankruptcy Court for the Southern District of New York commenced under the Bankruptcy Code as a Chapter 11 case and the bankruptcy cases of the Debtor’s affiliates, all of which are jointly administered under Case No. 12-12020.

D. “Concerning,” “In Connection” “Referring,” “Reflecting,” “Evidencing,” “Related To,” or “With Regard” means in any way directly or indirectly, concerning, referring to, disclosing, describing, confirming, supporting, evidencing or representing.

E. “Custodial Account” shall have the meaning set forth in Section 2.04 of the Servicing Agreement, as referenced by the Debtor in paragraph 6 of its Motion for Dismissal of Adversary Proceeding [ECF No. 35; Adv. Proc. No. 12-01934-MG].

F. “Debtor” means the bankruptcy debtor that filed the Bankruptcy Case, GMAC Mortgage, LLC, as successor by merger to GMAC Mortgage Company, and its attorneys, agents, representatives, members, officers, directors, employees and/or any persons acting on its behalf.

G. “Document” means all materials within the full scope of Rules 2004 and 9016 of the Federal Rules of Bankruptcy Procedure, including any original or copy of a document in your custody, possession or control, including, but not limited to, any printed, written, recorded, taped, electronically stored, graphic, or other tangible matter from whatever source, however produced or reproduced, whether in draft or otherwise, whether sent or received or neither, including the original, all amendments and addenda and any non-identical copy (whether different from the original because of notes made on or attached to such copy or otherwise) of any and all writings, correspondence, letters, telegrams, telex communications, cables, notes, notations, papers, newsletters, memoranda, inter-office communications, releases, agreements, contracts, books, pamphlets, notes or other record of indebtedness, loan files, mortgage documents, records of UCC filings or mortgage recordings, transfer or assignment documents, studies, minutes of meetings, recordings or other memorials of any type of personal or telephone conversations, meetings or conferences (including, but not limited to, telephone bills and long distance charge slips), reports analyses, evaluations, estimates, projections, forecasts, receipts, statements, accounts, books of account, diaries, calendars, desk pads, appointment books, stenographer’s notebooks, transcripts, ledgers, registers, worksheets, journals, statistical records, cost sheets, summaries, lists, tabulations, digests, cancelled or uncanceled checks or drafts, wire transfer instructions or confirmations, vouchers, charge slips, invoices, purchase orders, hotel charges, accountant’s reports, financial statements, newspapers, periodical or magazine materials, and any material underlying, supporting or used in the preparation of any documents or record whatsoever.

H. “Loan” means each and every individual mortgage loan serviced by the Debtor under the Servicing Agreement.

I. “Mortgage” means each and every individual mortgage, deed of trust or other instrument securing a Note that is the associated with a Loan.

J. “Note” means a promissory note or other evidence of indebtedness secured by a Mortgage.

K. “Person” means any individual natural person, partnership, association, firm, corporation, organization, trust, governmental or public entity, and/or any of its agents, employees, assigns or representatives.

L. “Remittance Advice” shall have the meaning as used in Section 3.02 of the Servicing Agreement, as referenced by the Debtor in paragraph 8 of its Motion for Dismissal of Adversary Proceeding [ECF No. 35; Adv. Proc. No. 12-01934-MG].

M. “Servicing Advances” shall have the meaning as defined on page 10 of the Servicing Agreement, and as referenced by the Debtor in paragraph 7 and footnote 6 of its Motion for Dismissal of Adversary Proceeding [ECF No. 35; Adv. Proc. No. 12-01934-MG].

N. “Servicing Agreement” means the July 29, 2004 Servicing Agreement between American Residential Equities, LLC, as “Owner”, and GMAC Mortgage Corporation, as “Servicer”, and all exhibits and amendments thereto. A true and correct copy of the Servicing Agreement is available as filed in Adversary Proceeding No. 12-01934 and attached to the Plaintiff’s First Amended Complaint, ECF No. 26.

O. “You” and “Your” means the Debtor, its attorneys, agents, representatives and/or any persons acting on its behalf with respect to the Bankruptcy Case.

P. As used herein the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall include each of the other genders.

### **III. DOCUMENTS REQUESTED**

1. All Notes in the Loan files.
2. All Mortgages in the Loan files.
3. All closing statements in the Loan files.
4. All Documents related to assignments of the Mortgages including, but not limited to, recorded copies of each assignment and copies of checks and wire transfer instructions showing payment of related fees.
5. All allonges to the Notes in the Loan files.

6. All Documents related to the modification of Loans.
7. Amortization schedules for the Loans.
8. All Documents related to Loan payment records.
9. All Documents related to current broker price opinions and original appraisals associated with the Mortgages or Loans.
10. All legal filings and letters to borrowers concerning the Loans.
11. All Documents concerning asset purchase agreements, including exhibits, related to the Loans including, but not limited to: legal opinions, all reports that list the Loans acquired and details about the loans acquired, proof of payment and closing of the sale.
12. All Documents related to the Custodial Account.
13. All Remittance Advices and Documents related thereto.
14. All Documents related to unreimbursed Servicing Advances.
15. All Documents related to the transfer, assignment and/or modification of the Servicing Agreement.